

## **ATTACHMENT A**

### **ISTATION TERMS OF USE under the statewide Kansas Reading Success Program**

Imagination Station, Inc. ("**Istation**") welcomes you. The following **Terms of Use** and Service (these "Terms") are important. Please read carefully.

Istation provides customers with a variety of resources, including, but not limited to, (i) one or more of Istation's interactive educational-based applications (collectively the "**Licensed Applications**"), (ii) Istation's Internet Web site (the "**Web Site**"), currently located at [www.istation.com](http://www.istation.com), (iii) account information regarding the Licensed Applications and the Web Site, (iv) materials and documentation (including, but not limited to, preprinted forms, form letters, resource materials, lesson plans, books, images of Istation characters, and so-called "Black Line Masters" coloring- book style pictures) available from the Web Site (collectively the "**Downloadable Materials**"), and (v) news and information about Istation, the Licensed Applications, and the Web Site. Any and all of the foregoing resources (including, but not limited to, the Licensed Applications, the Web Site, and the Downloadable Materials), together with any other resources made available by Istation, are collectively the "**Resources**".

For purposes of these Terms, references to "**You**" or "**Your**" mean (i) you in your individual capacity, (ii) your company ("**Your Company**"), which may be a school or school district, and (iii) authorized users of Your Company, who are students, employees, representatives, and agents of Your Company that are registered with Istation and that have a valid security identification and password to access and use the Resources (collectively the "**Authorized Users**").

Each of the Resources is provided to You conditioned on Your acceptance, without modification, of these Terms, which constitute a legally binding agreement between Istation and You. YOUR ACCESS OR USE OF ANY RESOURCE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS FOR ALL RESOURCES. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE ANY RESOURCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THESE TERMS SHALL BE BINDING ON YOU UPON THE EARLIER TO OCCUR OF (i) YOUR EXECUTION OF THESE TERMS, (ii) THE DATE THAT YOU DOWNLOAD ANY LICENSED APPLICATION OR DOWNLOADABLE MATERIAL FROM Istation, (iii) THE DATE OF DELIVERY OF ANY LICENSED APPLICATION OR DOWNLOADABLE MATERIAL BY Istation TO YOU, AND (iv) THE DATE ON WHICH YOU ACCESS OR USE ANY OF THE RESOURCES THROUGH THE WEB SITE.

1. **Changes to Terms.** Istation may, from time to time and at Istation's sole discretion, modify these Terms without individual notice to You. So long as the Web Site remains operational, the current version of these Terms will be posted on the Web Site, which You can review by clicking on the "Terms of Use" link located on the Web Site. The modified Terms will be effective immediately upon posting on the Web Site. You agree to the new posted Terms by continuing Your use of the Resources. You agree to review the Terms periodically on the Web Site. If You do not agree with the modified Terms posted on the Web Site, Your only remedy is to discontinue using the Resources.
2. **Privacy Statement.** Istation's [Privacy Statement](#) (the "**Privacy Statement**") is incorporated into, and made a part of, these Terms. The Privacy Statement relates to Istation's collection and use of Your personal information and student information. You consent to the terms and conditions of the Privacy Statement.

3. **Subscription.**

- a. Most (if not all) of the Resources require You to purchase a subscription from Istation before You may use or access them (a "**Subscription**"). You may purchase a Subscription to one or more Resources (the "**Purchased Resources**") by paying the then-current subscription fee to Istation (the "**Subscription Fee**") for such Purchased Resources, as such Subscription Fee is determined by Istation. Each Subscription Fee shall cover a specified period of time for the Purchased Resources (the "**Subscription Period**"). Upon expiration of the Subscription Period for a Purchased Resource, Your access and use of the Purchased Resources shall expire, and You shall no longer be entitled to access or use such Purchased Resources, unless You renew Your

Subscription to such Purchased Resources by paying the then-current Subscription Fee for such Purchased Resources. Istation may, from time to time and at Istation's sole discretion, modify the Subscription Fees for any and all Resources without individual notice to You.

- b. In the event You purchase a Subscription to a Purchased Resource, You will be required to register (the "**Registration**") and obtain a user account (a "**User Account**") for each Authorized User's access to, and use of, such Purchased Resource provided, however, that each Purchased Resource may, as determined by Istation, (i) be limited to a maximum number of Authorized Users (such as students) and (ii) have other restrictions applicable to such Purchased Resource. During Registration for each and every Purchased Resource, You agree to submit accurate, current, and complete information about You (including, but not limited to, Your Company and the Authorized Users) and promptly update such information. Should Istation suspect that any such Registration information is untrue, inaccurate, not current, or incomplete, Istation has the right to suspend or terminate use of any and all Resources and User Accounts. Upon Registration, each Authorized User will be assigned a personal, nontransferable password tied to a specific User Account. You are solely responsible for (i) any and all activities that occur under the User Accounts and (ii) ensuring that Authorized Users exit or log off from User Accounts at the end of each session of use. You shall notify Istation immediately of any unauthorized use of the Authorized Users' passwords or the User Accounts or any other breach of security that is known or suspected by You. User Accounts cannot be "shared" and may be used only by the Authorized User to whom the User Account is registered. Where the number of Authorized Users for a Purchased Resource falls below the maximum number permitted under Your Subscription for such Purchased Resource, You may designate other students as replacement Authorized Users with respect to such Purchased Resource. You are responsible for Registration of all Authorized Users and all acts and omissions (whether authorized or unauthorized) of the Authorized Users.

4. **Intellectual Property.** All Resources (including, but not limited to, the Licensed Applications, the Web Site, and the Downloadable Materials) and all materials displayed on, or contained within, the Resources (including, but not limited to, the Licensed Applications, the Web Site, and the Downloadable Materials), such as the design, "look and feel", text, editorial materials, informational text, photographs, illustrations, artwork and other graphic materials, audio, video, names, logos, trademarks, and service marks of or on the Resources (collectively the "**Resource Materials**"), whether publicly posted or privately transmitted, as well as all derivative works of the Resources and the Resource Materials, are the exclusive property of, and exclusively owned by, Istation and Istation's licensors and are protected by copyright, trademark, trade secret, and other intellectual property laws. The Istation name, designs, and related marks contained within the Resources and the Resource Materials are trademarks of Istation and Istation's licensors. You do not acquire any ownership rights in or to the Resources or any Resource Materials through Your access to, or use of, the Resources, and You possess only those limited rights expressly granted to You in these Terms. Istation reserves all right, title, and interest in and to the Resources and the Resource Materials.
5. **License.** Subject to compliance with the Subscription and Registration terms and conditions contained in

Section 3 (Subscription), including, but not limited to, possessing a valid User Account and related password and restricting access and use to Authorized Users, Istation grants to You a personal, limited, nonexclusive, nontransferable, and revocable license to access and use the Purchased Resources and related Resource Materials, but only during the Subscription Period applicable to each such Purchased Resource, solely for Your educational purposes and subject to these Terms.

**6. Restrictions.**

- a. Any copies that You make of the Resources or the Resource Materials must retain all proprietary, copyright, trademark, or service mark legends and other notices.
- b. Access and use of the Resources and the Resource Materials is permitted only as expressly provided in these Terms.
- c. You may not (i) upload, post, publish, transmit, distribute, disseminate, display, perform, disclose, rent, lease, modify, loan, broadcast, or circulate any Resource or any Resource Material, (ii) operate or make available any Resource or any Resource Material in a service bureau, time-sharing, or other managed services environment, (iii) participate in the transfer, sublicense, assignment, or sale of any Resource or any Resource Material, or (iv) modify or create any derivative work of any Resource or any Resource Material or in any way exploit any Resource or any Resource Material provided, however, that You may download and use the Downloadable Materials in furtherance of Your education of the Authorized Users who are students, subject to any instructions or limitations provided with, or as part of, such Downloadable Materials.
- d. You may not use any of the trademarks of Istation, or Istation's licensors, suppliers, or service providers, contained in any Resource or any Resource Material. No portion of the Resources or the Resource Materials may be stored in a computer except for educational and noncommercial use.
- e. You may not copy the Resources or the Resource Materials provided, however, that You may copy the Downloadable Materials in furtherance of Your education of the Authorized Users who are students, subject to any instructions or limitations provided with, or as part of, such Downloadable Materials.
- f. You may not disassemble, decompile, or reverse engineer any Resource or any Resource Material or otherwise attempt to determine the makeup or source code of any Resource.
- g. You may not upload any data to, or otherwise access or use, any Resource or Resource Material in any manner that would materially impact the operation of such Resource or Resource Material.

**7. Conduct.**

- a. You agree not to (or permit anyone else to) (i) upload, transmit, post, e-mail, or otherwise make available through the Resources any content or other material in any format that (a) is illegal, false, inaccurate, unlawful, harmful, hateful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, profane, offensive, pornographic, invasive of another's privacy, libelous, or otherwise objectionable or inappropriate or (b) contains any viruses, worms, Trojan horses, corrupted files, or any other similar software or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (ii) alter, remove, or falsify any attributions or other proprietary designations of origin or source of any other content appearing in or on the Resources or the Resource Materials; (iii) take any action that imposes an unreasonable or disproportionately large load on Istation's infrastructure; (iv) use any automated means to download data from any of the Resources' databases or engage in any data gathering, mining, harvesting, or extraction methods from any Resource for any purpose; (v) impersonate another person or entity or use any fake name or identity; (vi) allow any other person or entity to use Your identification or User Account for any purpose; or (vii) violate any applicable law, rule, regulation, or right, including, but not limited to, intellectual property and privacy rights. The use of any device, software, or routine that interferes or attempts to interfere with the proper working of any Resource is expressly prohibited.

By posting, uploading, inputting, providing, or submitting Your Submissions, You represent that (i) such Submissions comply with these Terms, including Section 7(a) of these Terms, (ii) You have all necessary right and authority (including, but not limited to, all third-party consents) to post, upload, input, provide, and submit the Submissions, and (iii) You have Submissions of personal information of a child under 13 years of age, You have requested and received parental consent of such Submissions in compliance with, and such Submissions otherwise in compliance with, the Children's Online Privacy Protection Act of 1998 ("**COPPA**") and COPPA's rules and regulations.

**8. Security.**

- a. Istation will take commercially reasonable precautions to secure the Web Site against (i) unauthorized access by third parties and by unauthorized Istation employees, (ii) damage, disruption, and other activity aimed at Resource availability, and (iii) trespass or illegal actions. Istation reserves the right to temporarily deny and cancel access privileges for anyone suspected of attempting to work outside parameters that threaten the security of the Resource, the Resource Materials, Your Submissions (including, but not limited to, data submitted by You), or Istation's providing the Resources.
- b. NOTWITHSTANDING SECTION 8a, YOU ACCEPT SOLE RESPONSIBILITY FOR THE ACCURACY, ADEQUACY, AND LEGALITY OF, AND LIABILITIES ASSOCIATED WITH, YOUR SUBMISSIONS (INCLUDING, BUT NOT LIMITED TO, DATA SUBMITTED BY YOU AND WRITINGS PREPARED BY STUDENTS) AND FOR ALL RESULTS OBTAINED THEREFROM. You are liable for any and all expenses, losses, damage to the reputation of Istation, and damages to the Resources, the Resource Materials, or components thereof arising out of, or caused by, the negligent or willful misconduct of You or Your agents. Istation assumes no liability for any damages You may suffer as a result of interception, alteration, or misuse of any information transmitted over the Internet.

**9. No Control over Submissions.**

- a. Istation has no obligation to monitor the Submissions, Your use of the Resources, or any other aspect of the Web Site. However, Istation reserves the right to review the Submissions and any other materials posted to the Web Site and to edit, refuse to post, and remove any Submission or such other materials in Istation's sole discretion (regardless of the reason). Additionally, Istation has the right to implement, in Istation's sole discretion, bad word filters or other filters designed to disable offensive or inappropriate language in connection with use of the Resources (but in no event is Istation required to implement any such filters). Istation assumes no liability relating to Istation's monitoring, editing, or removal acts or omissions. Istation does not guarantee the accuracy, integrity, or quality of any Submissions or other user content or that the Web Site will be entirely free of Illegal, false, inaccurate, unlawful, harmful, hateful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, profane, offensive, pornographic, invasive of another's privacy, libelous, or otherwise objectionable or inappropriate material or that users of the Web Site will not encounter inappropriate or illegal conduct from others.
- b. Istation HAS NO CONTROL OVER YOUR SUBMISSIONS AND IS NOT RESPONSIBLE FOR ANY SUBMISSIONS (SUCH AS STUDENT DATA OR WRITINGS PREPARED BY STUDENTS), INCLUDING, BUT NOT LIMITED TO, SUBMISSIONS THAT (i) ARE DISCOVERED TO BE INACCURATE OR MISSING, (ii) ARE CORRUPTED DUE TO TECHNOLOGICAL OR OTHER CAUSES BEYOND THE REASONABLE CONTROL OF Istation, AND (iii) CONTAIN OFFENSIVE OR INAPPROPRIATE LANGUAGE OR THREATS OR ACTS OF VIOLENCE.

- c . Istation reserves the right to take archiving and other measures that Istation deems necessary in order to ensure high-quality server performance and maintenance of Istation's servers.
10. **Indemnification.** Istation has no duty to reimburse, defend, indemnify, or hold harmless You resulting from, arising out of, or relating to these Terms, the Resources, or the Resource Materials.
11. **Termination.** Istation reserves the right to modify, suspend, or discontinue all or any portion of the Resources at any time, without notice, if Istation finds that You (including, but not limited to, Your Company or any Authorized User) have violated these Terms. Upon termination, You (including, but not limited to, Your Company and the Authorized Users) shall be prohibited from accessing or using the Resources or the Resource Materials. Immediately upon any termination of these Terms for any reason, the license granted to You under these Terms and all rights with respect to such license revert in their entirety to Istation. Termination or expiration of these Terms will have no effect on Istation's rights or obligations under the following Sections of these Terms: Sections 4, 6, 7, 8(b), 9, 10, 13, and 14-16.
12. **No Endorsement of Third-Party Sites.**
- The Web Site may reference or contain links to third-party Web sites, resources, and advertisers (collectively "**Third-Party Sites**"). Your linking to such Third-Party Sites is at Your own risk. Istation is not responsible for the accuracy or reliability of any content, data, opinions, advice, statements, or other information on the Third-Party Sites. Istation also is not responsible for the availability of these Third-Party Sites, nor is Istation responsible for the aesthetics, appeal, suitability to taste, or subjective quality of informational content, advertising, products, or other materials made available on or through such Third-Party Sites. No endorsement of any third-party content, information, data, opinions, advice, statements, goods, services, or products is expressed or implied by any information, material, or content of any third party contained in, referred to on, included on, or linked from or to the Web Site. Under no circumstances shall Istation or any affiliated providers be held responsible or liable, directly or indirectly, for any loss, injury, or damage caused or alleged to have been caused to You in connection with the use of, or reliance on, any content, information, data, opinions, advice, statements, goods, services, or products available on such Third-Party Sites. You should direct any concerns to the respective Third-Party Site's administrator or Webmaster. Any links to Third-Party Sites do not imply that Istation is legally authorized to use any trademark, trade name, logo, or copyright symbol displayed in, or accessible through, such links or that any linked Third-Party Site is authorized to use any trademark, trade name, logo, or copyright symbol of Istation.
  - You may not create an Internet "link" to the Web Site or "frame" or "mirror" any Resource Materials without Istation's prior written permission for each such instance. Additionally, the Web Site may contain links to other pages within the Web Site that are "dead" or that no longer work. Please report any such dead links that You encounter.
13. **Disclaimer.**
- In purchasing a Subscription to a Purchased Resource, You are being granted access to an interactive Resource for individualized instruction. Given the nature of the Resources, there are many factors outside the reasonable control of Istation that may affect the access to, and use of, the Resources and the Resource Materials, including, but not limited to, failures or difficulties with the Internet or data provided by You. You remain solely responsible for acting or deciding not to act on the results of data input into the Resources and the handling of such results. In providing the Resources, Istation shall not be responsible for loss of data associated with the failure of Your equipment, software, or any information service provider.
  - YOU EXPRESSLY AGREE THAT USE OF THE RESOURCES AND THE RESOURCE MATERIALS (INCLUDING, BUT NOT LIMITED TO, ANY AND ALL FORMS AND FORM LETTERS MADE AVAILABLE BY Istation) IS AT YOUR SOLE RISK. THE RESOURCES AND THE RESOURCE MATERIALS MAY INCLUDE TECHNICAL OR OTHER INACCURACIES OR

TYPOGRAPHICAL ERRORS, AND THE RESOURCES AND THE RESOURCE MATERIALS ARE PROVIDED TO YOU ON AN "AS IS," "WHERE IS," AND "WITH ALL FAULTS" BASIS, WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND. THE AFFILIATED GROUP MAKES NO REPRESENTATIONS AND DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES AND CONDITIONS OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS, WARRANTIES, OR CONDITIONS REGARDING ACCURACY, USEFULNESS, TIMELINESS, COMPLETENESS, NONINFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE, QUIET ENJOYMENT, OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE, OR COURSE OF DEALING. THE AFFILIATED GROUP AND THE AFFILIATED GROUP'S LICENSORS, SERVICE PROVIDERS, AND SUPPLIERS ASSUME NO RESPONSIBILITY TO YOU OR TO ANY THIRD PARTY FOR THE CONSEQUENCES OF ANY ERRORS OR OMISSIONS OR LACK OF ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY RESOURCES OR RESOURCE MATERIALS. Istation RESERVES THE RIGHT, IN Istation'S SOLE DISCRETION, TO CORRECT ANY ERRORS OR OMISSIONS IN ANY PORTION OF THE RESOURCE OR THE RESOURCE MATERIALS. Istation MAY MAKE ANY OTHER CHANGES TO THE RESOURCES OR THE RESOURCE MATERIALS AT ANY TIME WITHOUT NOTICE.

- c. Istation STRIVES TO KEEP THE RESOURCES AND RESOURCE MATERIALS ACCURATE, CURRENT, AND UP TO DATE. HOWEVER, Istation CANNOT GUARANTEE THAT ALL MATERIALS AND ALL RESOURCE MATERIALS (INCLUDING, BUT NOT LIMITED TO, FORMS AND FORM LETTERS) ARE COMPLETELY CURRENT OR STRICTLY COMPLY WITH ALL APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, EDUCATIONAL INITIATIVES OR EDUCATIONAL TESTING REQUIREMENTS. THE LAW IS DIFFERENT FROM JURISDICTION TO JURISDICTION AND IS ALSO SUBJECT TO INTERPRETATION BY DIFFERENT COURTS AND OTHER GOVERNING BODIES. THE LAW IS A PERSONAL MATTER, AND NO GENERAL INFORMATION OR TOOLS LIKE THE RESOURCES OR THE RESOURCE MATERIALS CAN FIT EVERY CIRCUMSTANCE. FURTHERMORE, THE INFORMATION CONTAINED ON THE WEB SITE AND IN THE RESOURCES AND RESOURCE MATERIALS IS NOT LEGAL ADVICE AND IS NOT GUARANTEED TO BE CORRECT, COMPLETE, OR UP TO DATE. THEREFORE, IT IS RECOMMENDED THAT YOU SEEK INDEPENDENT LEGAL ADVICE REGARDING THE SUITABILITY OF THE RESOURCES AND THE RESOURCE MATERIALS.
- d. Istation MAKES NO WARRANTY THAT (i) THE RESOURCES OR THE RESOURCE MATERIALS WILL MEET YOUR REQUIREMENTS, (ii) THE RESOURCES OR THE RESOURCE MATERIALS WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF RESOURCES OR RESOURCE MATERIALS WILL BE ACCURATE OR RELIABLE, OR (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIALS PURCHASED OR OBTAINED BY YOU AS PART OF THE RESOURCES OR RESOURCE MATERIALS WILL MEET YOUR EXPECTATIONS.

**14. Limitation of Liability and Damages.**

- a. THE AFFILIATED GROUP SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHER LEGAL THEORY, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE ARISING FROM (i) ANY PRODUCT OR RESOURCE MATERIALS AVAILABLE ON OR THROUGH THE RESOURCES, (ii) ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE UPON THE RESOURCES OR THE RESOURCE MATERIALS, (iii) LOSS OF USE, DATA, OR PROFITS, WHETHER RESULTING FROM THE USE OF, OR INABILITY TO USE, THE RESOURCES OR ANY RESOURCE MATERIALS, (iv) THE USE, THE RESULTS OF USE, OR

THE INABILITY TO USE THE RESOURCES OR ANY RESOURCE MATERIALS, OR (v) ANY SUBMISSION (INCLUDING, BUT NOT LIMITED TO, WRITINGS PREPARED BY STUDENTS) EVEN IF THEY WERE CAUSED BY THE NEGLIGENCE OF THE AFFILIATED GROUP OR BY THE NEGLIGENCE OF THE AFFILIATED GROUP'S RESPECTIVE LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS, EVEN IF THE CUSTOMER OR OTHERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM OCCURRING, AND EVEN IF THE REMEDIES PROVIDED IN THESE TERMS FAIL OF THEIR ESSENTIAL PURPOSE.

- b. YOUR SOLE AND EXCLUSIVE REMEDY FOR A BREACH BY Istation OF THESE TERMS IS THE RECEIPT OF A PRO RATA REFUND OF THE SUBSCRIPTION FEES PAID BY YOU FOR THE APPLICABLE RESOURCE. Istation WILL NOT BE LIABLE FOR ANY AMOUNT, REGARDLESS OF THE BASIS OF THE CLAIM, EXCEEDING THE SUBSCRIPTION FEES ACTUALLY PAID BY YOU. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT EXPAND THESE LIMITS.
  - c. THE ABOVE LIMITATIONS AND EXCLUSIONS SHALL APPLY TO YOU TO THE FULLEST EXTENT THAT APPLICABLE LAW PERMITS, IN ALL ACTIONS OF ANY KIND, WHETHER BASED ON CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY.
  - d. IN NO EVENT MAY YOU BRING A CLAIM OR CAUSE OF ACTION AGAINST ANY MEMBER OF THE AFFILIATED GROUP MORE THAN TWO YEARS AFTER THE CLAIM OR CAUSE OF ACTION AROSE.
15. **Violations of Terms.** Istation reserves the right to seek all remedies available at law and in equity for violations of these Terms, including, but not limited to, the right to block or restrict access from a particular Internet address to the Web Site.
16. **Governing Law.**  
This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
17. **Miscellaneous.**
- a. You agree to comply with all applicable laws, rules, regulations, orders, and ordinances of the United States of America and in any other state, county, or city with jurisdiction over You or Your activities under these Terms. If any provision of these Terms is held to be illegal, invalid, or unenforceable, then that provision shall be fully severable from these Terms and shall not affect the legality, validity, or enforceability of the remaining provisions of these Terms. Failure of Istation to enforce any of the terms or conditions of these Terms, unless waived in writing, shall not constitute a waiver of Istation's right to enforce each and every term and condition of these Terms. To the extent You have entered into any separate license agreement with Istation for access to, or use of, a Resource (the "**Additional Terms**"), such Additional Terms are incorporated into these Terms by reference. To the extent there is any conflict between these Terms and any Additional Terms, the Additional Terms shall control.
  - b. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon, or relating to, these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of Istation and You that these Terms of Use and all related documents be drawn up in English as spoken in the United States.
  - c. You may not assign these Terms (or delegate Your rights, duties, or obligations under these Terms) without Istation's prior, express, and written consent.